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<u>Witnesses:</u>	<u>Direct</u>	<u>Cross</u>	<u>Re-direct</u>	<u>Re-cross</u>	<u>By Examiner</u>
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None.

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
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None so marked.

1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I call Docket 04-0584.
3 This is a complaint as to billing and charges in
4 Chicago, Illinois by Mr. Edward Sanders versus the
5 Peoples Gas Light and Coke Company.

6 Let the record reflect that this
7 matter was reopened upon the motion of the
8 Administrative Law Judge on March 16th, 2005 pursuant
9 to 83 Illinois Administrative Code Part 200-870 in
10 order to clarify certain matters in the record.

11 Counsel for Peoples Gas, would you
12 enter an appearance for the record.

13 MR. GOLDSTEIN: Yes. On behalf of the Peoples
14 Gas Light and Coke Company, Mark L. Goldstein, 108
15 Wilmont Road, Suite 330, Deerfield, Illinois 60015.
16 My telephone number is (847)580-5480. I have with me
17 today Miss Patricia Medina, who has previously
18 testified in this matter on behalf of Peoples Gas.

19 JUDGE RILEY: All right. And let the record
20 also reflect that notice of this proceeding was sent
21 to all the parties including Edward Sanders, the
22 complainant, at his address at 3548 West 13th Place

1 in Chicago, Illinois 60623. Mr. Sanders has not
2 appeared thus far for the reopened proceeding. It is
3 now almost 11:15 that -- notice of the proceeding was
4 sent March 21, 2005. Consequently, we will proceed
5 in his absence inasmuch as I had wanted to clarify
6 certain testimony of Miss Medina.

7 Miss Medina, when we convened the last
8 time you had testified to two separate documents.
9 One was marked Respondent's Exhibit 1, the other
10 marked Respondent's Exhibit 2. Going -- what was
11 Respondent's Exhibit 1?

12 MS. PATRICIA MEDINA: A billing transcript.

13 JUDGE RILEY: And showing you what I've got, is
14 that a correct copy of the billing transcript?

15 MS. PATRICIA MEDINA: That is correct.

16 JUDGE RILEY: All right. What does the billing
17 transcript purport to show?

18 MS. PATRICIA MEDINA: It just breaks down the
19 amounts as far as what adjustments were made, the
20 monthly billing, late charges, just to give him an
21 idea of what he was billed and what adjustments were
22 showing.

1 JUDGE RILEY: I'm sorry, say again, just to
2 give him an idea of...

3 MS. PATRICIA MEDINA: What he was billed
4 monthly and what adjustments were made. It
5 clarifies...

6 MR. GOLDSTEIN: And by "he," you mean Edward
7 Sanders?

8 MS. PATRICIA MEDINA: Correct.

9 MR. GOLDSTEIN: And at what address --

10 JUDGE RILEY: Mr. Goldstein, let me ask the
11 questions. I'll give you a chance for redirect.

12 Now, this billing transcript reads
13 that it's for Edward Sanders' account 8500006722377,
14 the service address being 1275 South Harding, floor
15 location first?

16 MS. PATRICIA MEDINA: Correct.

17 JUDGE RILEY: That's in Chicago; right?

18 MS. PATRICIA MEDINA: Correct.

19 JUDGE RILEY: What are the dates at the far
20 left column?

21 MS. PATRICIA MEDINA: It says -- those are the
22 dates that he was billed from.

1 JUDGE RILEY: Okay. That's a period of
2 service; is that correct?

3 MS. PATRICIA MEDINA: Correct.

4 JUDGE RILEY: They're cut off on my copy. Now,
5 going about one, two, three, four columns in it says,
6 Reading type. Some of the columns say Van, some say
7 Actual, some say Manual Estimate and then some are
8 blank.

9 MS. PATRICIA MEDINA: Correct.

10 JUDGE RILEY: What -- why are some of them
11 blank?

12 MS. PATRICIA MEDINA: Because those were not
13 readings, those were just late charges assessed.

14 JUDGE RILEY: Okay.

15 MS. PATRICIA MEDINA: Those were not based on
16 any type of reading.

17 JUDGE RILEY: Okay. And then for the one
18 period that is ending February 27, 2001, the number
19 of days is blank and the bill amount is blank and
20 then in the far right column it says, The account was
21 finalized per customer request.

22 MS. PATRICIA MEDINA: That's correct.

1 JUDGE RILEY: Then why if it was finalized per
2 customer request were there continued -- I can
3 understand the late charges, but there were
4 additional meter readings, additional estimates.

5 MS. PATRICIA MEDINA: They were based on actual
6 readings that we have, a van reading is an actual
7 reading.

8 JUDGE RILEY: Okay. A van reading is an actual
9 reading, but then going down, there's a couple of
10 manual estimates down there. My question is, once
11 the account was finalized, why were there any
12 readings at all?

13 MS. PATRICIA MEDINA: Because the service was
14 restored without our authorization.

15 JUDGE RILEY: And was respondent able to
16 determine when the service was restored?

17 MS. PATRICIA MEDINA: The actual date that it
18 was restored?

19 JUDGE RILEY: Actual or approximate.

20 MS. PATRICIA MEDINA: Our records do show that
21 we went out on the 26th to shut off the service.

22 JUDGE RILEY: I'm sorry, you said the 26th of

1 what?

2 MS. PATRICIA MEDINA: Of March of 2001.

3 JUDGE RILEY: Okay. 3/26/01, respondent
4 attempted to --

5 MS. PATRICIA MEDINA: Shut off the service.

6 JUDGE RILEY: All right. This is where I'm
7 confused. The account was finalized per the
8 customer's request on February 27th, 2001 and it was
9 a month later before Peoples went out to shut the
10 service off -- to shut the gas off?

11 MS. PATRICIA MEDINA: We went out on that date
12 and we were refused access prior to -- we were
13 probably refused access also.

14 JUDGE RILEY: Okay. I guess where my confusion
15 is, if the account was finalized per customer
16 request, now, is gas ordinarily shut off when someone
17 requests a final account reading or a final account
18 bill?

19 MS. PATRICIA MEDINA: If we are given access to
20 the meter, yes.

21 JUDGE RILEY: Okay. So this is a common
22 practice, then, if they request a finalized --

1 MS. PATRICIA MEDINA: Well, when we showed up,
2 the customer -- the person at the premises told us
3 that they never called to disconnect the service.

4 JUDGE RILEY: Okay. So respondent's records
5 show that someone says they had requested termination
6 of service. Now, this -- is that just to finalize
7 the accounting or -- why would the meter be shut off?
8 In other words, if I were going to move out of an
9 apartment and I requested Peoples Gas to come and
10 give me a final accounting so I could get my name off
11 the account, would Peoples shut off the service at
12 that time?

13 MS. PATRICIA MEDINA: Yes, we would.

14 JUDGE RILEY: So that the incoming tenant would
15 have to make a special request to have the gas
16 service turned back on; is that correct?

17 MS. PATRICIA MEDINA: Correct.

18 JUDGE RILEY: So you did some kind of a -- when
19 I say "you," respondent got some kind of a request
20 from someone. Do your records say who made the final
21 request?

22 MS. PATRICIA MEDINA: No, it does not.

1 JUDGE RILEY: Okay. It just says A customer
2 requested and you're assuming that it was Mr. Sanders
3 because the account was in his name?

4 MS. PATRICIA MEDINA: Correct.

5 JUDGE RILEY: All right. And, so, it was
6 approximately a month later when the respondent
7 actually went out to turn the gas off, to actually
8 physically turn the gas off in that -- to that unit;
9 is that correct?

10 MS. PATRICIA MEDINA: Correct.

11 JUDGE RILEY: Are you certain of that?

12 MS. PATRICIA MEDINA: No. No, I'm not certain
13 of it. I'd have to check the records.

14 MR. GOLDSTEIN: Could we have the question
15 actually read back?

16 (Record read as requested.)

17 MS. PATRICIA MEDINA: Could you read it again,
18 please.

19 (Record read as requested.)

20 MS. PATRICIA MEDINA: We made an attempt to
21 turn the gas off at that point.

22 JUDGE RILEY: Was that that March 26th date

1 that you gave me?

2 MS. PATRICIA MEDINA: Right.

3 JUDGE RILEY: Okay.

4 MS. PATRICIA MEDINA: But prior we had -- we
5 had made an attempt prior to that to shut the gas off
6 also.

7 JUDGE RILEY: When was that?

8 MS. PATRICIA MEDINA: February 27th, 2001.

9 JUDGE RILEY: Okay. So that was -- do you have
10 any idea when the complainant or whoever it was
11 called to have that service shut off? In other
12 words, you had to have been contacted by the
13 complainant or someone to say please shut the gas
14 off, I'm leaving these premises; is that correct?

15 MS. PATRICIA MEDINA: Correct.

16 JUDGE RILEY: And you're saying the first
17 attempt to shut that off was on February 27th of '01?

18 MS. PATRICIA MEDINA: Correct.

19 JUDGE RILEY: And does it say -- does it say
20 why it wasn't shut off on February 27th, your
21 records?

22 MS. PATRICIA MEDINA: Access was not given,

1 access was refused.

2 JUDGE RILEY: And is it correct to say, then,
3 that the Company attempted on its own to go out again
4 on March 26th, 2001 to try and turn the gas off?

5 MS. PATRICIA MEDINA: Correct.

6 JUDGE RILEY: And was that successful?

7 MS. PATRICIA MEDINA: No, it was not. When the
8 person arrived, he was told that -- by the person at
9 the premises that no such order was ever issued.

10 JUDGE RILEY: Okay. The person at the premise,
11 is that person identified?

12 MS. PATRICIA MEDINA: No.

13 JUDGE RILEY: Okay. But it was not the
14 complainant, I take it? It was not Mr. Sanders? Or
15 we don't know who it was?

16 MS. PATRICIA MEDINA: We don't know who it was,
17 we don't know.

18 JUDGE RILEY: And that person said that no such
19 request was ever made to shut the gas off; is that
20 correct?

21 MS. PATRICIA MEDINA: Correct. Correct.

22 JUDGE RILEY: Did Peoples Gas shut the gas off

1 at that time?

2 MS. PATRICIA MEDINA: No. The order was not
3 completed until April 26th '01.

4 JUDGE RILEY: Okay. Okay. Gas was shut off
5 finally April 26th, '01. Now, did Peoples go out on
6 its own?

7 MS. PATRICIA MEDINA: Yes.

8 JUDGE RILEY: Okay. Why did Peoples go back on
9 its own, do we know that?

10 MS. PATRICIA MEDINA: For nonpayment.

11 JUDGE RILEY: That was on April -- you said
12 April 1?

13 MS. PATRICIA MEDINA: April 26th.

14 JUDGE RILEY: April 26th, okay. So it's just
15 about another month?

16 MS. PATRICIA MEDINA: Right.

17 JUDGE RILEY: And that was for nonpayment.

18 Now, was the account still in the complainant's name
19 at the time?

20 MS. PATRICIA MEDINA: Yes, it was.

21 JUDGE RILEY: Now, my question is, was the
22 account in the complainant's name at all times for

1 the period -- well, was it in his name at all times?

2 MS. PATRICIA MEDINA: Yes, it was.

3 JUDGE RILEY: Okay. So as far as Peoples Gas
4 is concerned, it was never in anyone else's name?

5 MS. PATRICIA MEDINA: Correct.

6 JUDGE RILEY: Was it some time after April 26th
7 that Peoples discovered that the gas had been
8 illicitly turned back on?

9 MS. PATRICIA MEDINA: Correct.

10 JUDGE RILEY: Okay. How did Peoples determine
11 that?

12 MS. PATRICIA MEDINA: By a meter reading taken
13 December 11th, 2001.

14 JUDGE RILEY: And the gas was still in the
15 complainant's name at that time as far as Peoples was
16 concerned?

17 MS. PATRICIA MEDINA: No, it was not.

18 JUDGE RILEY: Okay. All right. Hold on. Why
19 would the name on the account have changed between
20 April 26th and December 11th?

21 MS. PATRICIA MEDINA: Why would it have been
22 changed?

1 JUDGE RILEY: Why would complainant's name have
2 come off the account and someone else's name been put
3 on?

4 MS. PATRICIA MEDINA: We put the account into
5 an occupant, where we don't know whose living there
6 at that point.

7 JUDGE RILEY: Okay. Do you know when that name
8 was -- when it changed to occupant? Miss Medina, you
9 have to answer me, I mean, you can confer with
10 counsel if you want to --

11 MS. PATRICIA MEDINA: No, I'm not. I'm not
12 sure.

13 JUDGE RILEY: Okay. All right. Hold on. All
14 right. Do you know -- does your records say why
15 Peoples Gas on December 11th, 2001 went out to take a
16 meter reading at this...

17 MS. PATRICIA MEDINA: We do inspections on a
18 regular basis.

19 JUDGE RILEY: That's, like, a company policy?

20 MS. PATRICIA MEDINA: (Nodding head up and
21 down.)

22 MR. GOLDSTEIN: You have to answer verbally.

1 MS. PATRICIA MEDINA: Yes, I'm sorry. Yes, we
2 do.

3 JUDGE RILEY: And when you said they do
4 inspections, that's simply they do -- they just
5 inspect meters?

6 MS. PATRICIA MEDINA: We do on-site
7 inspections, if we show that the gas should be off
8 and we drive by there and we see heat coming out of
9 the meter --

10 JUDGE RILEY: Okay. If there's any indication
11 of usage?

12 MS. PATRICIA MEDINA: Correct.

13 JUDGE RILEY: So this was just a routine
14 inspection that Peoples Gas did?

15 MS. PATRICIA MEDINA: Correct.

16 JUDGE RILEY: And was this a drive by with a
17 van?

18 MS. PATRICIA MEDINA: On December 11th, it was
19 an actual.

20 JUDGE RILEY: I'm sorry?

21 MS. PATRICIA MEDINA: It was an actual.

22 JUDGE RILEY: An actual reading. You said the

1 van gave you an actual reading?

2 MS. PATRICIA MEDINA: Correct.

3 JUDGE RILEY: So if it reads -- if the term on
4 there reads actual, it means that somebody went
5 inside the structure?

6 MS. PATRICIA MEDINA: Correct.

7 JUDGE RILEY: Okay. And an actual reading was
8 taken?

9 MS. PATRICIA MEDINA: Yes.

10 JUDGE RILEY: And it was discovered that there
11 was usage?

12 MS. PATRICIA MEDINA: Correct.

13 JUDGE RILEY: Okay. Did Peoples determine who
14 was residing there, residing in these premises at
15 that time?

16 MS. PATRICIA MEDINA: When we made the
17 adjustment, we verified with ComEd that Mrs. Sanders
18 was still living at the premises.

19 JUDGE RILEY: Okay. And this was per ComEd
20 records, then?

21 MS. PATRICIA MEDINA: Correct.

22 JUDGE RILEY: And this woman identified herself

1 as Ms. Sanders?

2 MS. PATRICIA MEDINA: Yes.

3 JUDGE RILEY: Did Peoples Gas try to determine

4 from Miss Sanders how gas service was restored to

5 that unit?

6 MS. PATRICIA MEDINA: No.

7 JUDGE RILEY: Okay. What does Peoples do in

8 such a case when they find out that there has been

9 unauthorized usage?

10 MS. PATRICIA MEDINA: We would shut the service

11 off.

12 JUDGE RILEY: And was the service shut off

13 again?

14 MS. PATRICIA MEDINA: Yes.

15 JUDGE RILEY: Okay. And that was after the

16 December 11th reading. Was the service shut off on

17 December 11th? What does it say what the date was?

18 MS. PATRICIA MEDINA: No, we don't have the

19 date it was shut off.

20 JUDGE RILEY: But you are certain it was shut

21 off?

22 MS. PATRICIA MEDINA: Yes.

1 JUDGE RILEY: And there was no sign of
2 Mr. Sanders living there; is that correct? There's
3 no indication in your records that Mr. Sanders was
4 living there?

5 MS. PATRICIA MEDINA: We have no indication.

6 JUDGE RILEY: Okay. And there is no indication
7 on Respondent's Exhibit 1 when that service was shut
8 off again after December 11th -- on or after
9 December 11; is that correct?

10 MS. PATRICIA MEDINA: Correct.

11 JUDGE RILEY: Is there any indication in the
12 records what Mr. Sanders owed as a result of that
13 service being shut off or we don't know that either?

14 MS. PATRICIA MEDINA: When the bill was finally
15 adjusted to the correct amount, the total balance was
16 \$2,778.26.

17 JUDGE RILEY: 2,778.26.

18 MS. PATRICIA MEDINA: Yes. With the adjustment
19 of late charges removed.

20 JUDGE RILEY: All right. We'll get to that.

21 And that bill is in Mr. Sanders name
22 and is -- according to -- under Peoples' policy,

1 then, it's his bill to pay; is that correct?

2 MS. PATRICIA MEDINA: Correct.

3 JUDGE RILEY: Okay. So that's not going to
4 be -- all right. What is the date that that 2,778.26
5 was determined?

6 MS. PATRICIA MEDINA: It was adjusted May 4th,
7 2004.

8 JUDGE RILEY: All right. Now, going back
9 sometime after -- from December 11th on, some time
10 either on that date or after that, service was shut
11 off to the address in question --

12 MS. PATRICIA MEDINA: Correct.

13 JUDGE RILEY: -- 1225 South Harding on the
14 first floor. And was service ever restored after
15 that time?

16 MS. PATRICIA MEDINA: For someone else.

17 JUDGE RILEY: Then -- was there a subsequent
18 tenant that came in there?

19 MS. PATRICIA MEDINA: Was service -- yes, we do
20 show additional usage.

21 JUDGE RILEY: Okay. Is there any document that
22 you would have access to here that would say when

1 that service was shut off as a result of the illicit
2 usage discovered? In other words, the last time you
3 were -- you testified, we had Respondent's Exhibit 1
4 and Respondent's Exhibit 2. Would Respondent's
5 Exhibit 2 show that?

6 MS. PATRICIA MEDINA: No.

7 JUDGE RILEY: So we don't know, according to
8 Peoples' records, then, when the actual shut off
9 occurred after the illicit usage was discovered on
10 December 11th?

11 MS. PATRICIA MEDINA: Correct.

12 JUDGE RILEY: That's correct?

13 MS. PATRICIA MEDINA: Correct.

14 JUDGE RILEY: How did -- now, it's the matter
15 of the amount due as of May of '04. I'm trying to
16 trace the money and that's all contained on
17 Respondent's Exhibit 1; isn't it?

18 MS. PATRICIA MEDINA: Correct.

19 JUDGE RILEY: Does that reflect all of the
20 activity in that account up through May 4 of 2003?

21 MS. PATRICIA MEDINA: To May 4th of 2004.

22 JUDGE RILEY: Well, what I'm looking at is --

1 the copy that I have, the last date on here is
2 May 4th, 2003. So was that -- \$2,778.26, was that
3 the same amount that was due May 4th, 2003 and it
4 just stayed the same through 2004?

5 MS. PATRICIA MEDINA: Correct.

6 JUDGE RILEY: Okay. Is that the same amount
7 that's due now?

8 MS. PATRICIA MEDINA: I believe he went into
9 bankruptcy but, yeah, that is the amount that went
10 into bankruptcy.

11 JUDGE RILEY: So that amount would not have
12 increased --

13 MS. PATRICIA MEDINA: No.

14 JUDGE RILEY: -- over the intervening year?

15 MS. PATRICIA MEDINA: No.

16 JUDGE RILEY: So the last amount that we have
17 due for Mr. Sanders is \$2,778.26.

18 MS. PATRICIA MEDINA: Correct. I'm sorry,
19 there was additional late charges assessed.

20 JUDGE RILEY: Okay.

21 MS. PATRICIA MEDINA: Because when we sent him
22 an adjusted bill, which was May 4th, 2004. On

1 June -- June 8th, 2004 there was an additional \$44.87
2 added which brought the bill to \$2,823.13.

3 JUDGE RILEY: Okay. Let me -- what date was
4 that?

5 MS. PATRICIA MEDINA: June 8th, 2004.

6 JUDGE RILEY: \$2,823?

7 MS. PATRICIA MEDINA: And 13.

8 JUDGE RILEY: All right. And that was because
9 of additional late charges?

10 MS. PATRICIA MEDINA: Correct. July 8th there
11 was an additional 45.55 added, additional late
12 charges also.

13 JUDGE RILEY: 45.55?

14 MS. PATRICIA MEDINA: Correct. That brought
15 the total balance to \$2,868.68.

16 JUDGE RILEY: All right.

17 MS. PATRICIA MEDINA: And that was the final
18 amount that he was billed.

19 JUDGE RILEY: Okay. And that was as of July 8,
20 2004?

21 MS. PATRICIA MEDINA: Correct.

22 JUDGE RILEY: So you stopped adding late

1 charges and --

2 MS. PATRICIA MEDINA: Correct.

3 JUDGE RILEY: All right. So all of the
4 transactions that are shown on Respondent's Exhibit 1
5 is showing these increases and decreases. These are
6 all due to additional late charges or usage?

7 MS. PATRICIA MEDINA: Additional late charges,
8 adjustments and usage.

9 JUDGE RILEY: Okay. Now, do you have a -- it's
10 not a billing transcript or is it -- did we say
11 Exhibit 1 was a billing transcript?

12 MS. PATRICIA MEDINA: Correct.

13 JUDGE RILEY: A billing transcript.

14 Do you have one that shows these
15 additional late charges, June 8, '04 and July 8, '04?

16 MS. PATRICIA MEDINA: We have the billing
17 history.

18 JUDGE RILEY: Let me see that.

19 MS. PATRICIA MEDINA: (Tendering.)

20 JUDGE RILEY: Which is Company documents. The
21 billing history, that is what I have here. That was
22 your original Respondent's Exhibit 2. Now, looking

1 at this billing history that you've just handed me,
2 it has the figure \$2,868.68 as of July 31, 2004;
3 type, adjustment and description it says, Charge off
4 and does that mean that's the final amount that you
5 determine that he owes?

6 MS. PATRICIA MEDINA: Correct.

7 JUDGE RILEY: But I would note that I cannot
8 find that same sum of money for that same figure -- I
9 take it back, yes, it is on the original Exhibit 2.
10 All right. It is covered by the original Exhibit 2.

11 Just out of curiosity, going back
12 down, there are several -- a couple of sums of money
13 that are substantially larger than the 2,868 that
14 respondent stated the -- the complainant owed and I'm
15 specifically referring to December 31, 2003, the
16 amount originally entered as reads \$5,088.59, the
17 same figure appears on April 1, 2003. Why would that
18 amount be there? And I understand that either
19 through usage and/or late fees, the amount could
20 increase to that sum; but why would it decrease?

21 MS. PATRICIA MEDINA: Because we had originally
22 billed him to manual estimate; but we actually had a

1 reading on December 13th, 2001 and, therefore, it was
2 adjusted back to the --

3 JUDGE RILEY: Based on the reading?

4 MS. PATRICIA MEDINA: Based on the actual
5 reading.

6 JUDGE RILEY: And it was adjusted downward,
7 then?

8 MS. PATRICIA MEDINA: Correct.

9 JUDGE RILEY: Was the -- the 5,088, was that --
10 would that have been based on the estimates?

11 MS. PATRICIA MEDINA: Yes.

12 JUDGE RILEY: Okay. And I also have in your
13 prior testimony that the complainant had been
14 credited a total 5- -- was to have been credited a
15 total of \$511.78, however, it had been credited an
16 additional -- it had already been credited \$393.40 --

17 MS. PATRICIA MEDINA: Correct.

18 JUDGE RILEY: -- and he was granted the \$511.78
19 total on top of the 393?

20 MS. PATRICIA MEDINA: Correct.

21 JUDGE RILEY: He only should have gotten the
22 \$118.38?

1 MS. PATRICIA MEDINA: Correct.

2 JUDGE RILEY: Okay. Why were the credits
3 applied at all?

4 MS. PATRICIA MEDINA: Those were late charges
5 assessed.

6 JUDGE RILEY: All right. Now, when you say
7 there were late charges assessed, we're talking about
8 the 511.78?

9 MS. PATRICIA MEDINA: Correct.

10 JUDGE RILEY: The 393.40?

11 MS. PATRICIA MEDINA: 393.40 plus the 59.41
12 plus the 58.97, total 511.78.

13 JUDGE RILEY: Okay. Where are you reading from
14 right now?

15 MS. PATRICIA MEDINA: Exhibit 1 on the far
16 bottom 1/23/04.

17 JUDGE RILEY: Okay. I see where it says
18 393.40, 59.41, 58.97.

19 MS. PATRICIA MEDINA: That totals 511.78.

20 JUDGE RILEY: Okay. That totals up to \$511.78?

21 MS. PATRICIA MEDINA: Correct.

22 JUDGE RILEY: Okay. And my question, again, I

1 was asking why were these credits applied at all and
2 your response was?

3 MS. PATRICIA MEDINA: Just to satisfy the
4 customer, we waived the additional late charges
5 assessed because the account was adjusted back to
6 December 11th, 2001.

7 JUDGE RILEY: Okay. The credits applied were
8 just to satisfy customer. Now, that being
9 complainant?

10 MS. PATRICIA MEDINA: Yes. Mr. Sanders.

11 JUDGE RILEY: Right. Why did Peoples feel the
12 need to satisfy him or to nullify him, so to speak?

13 MS. PATRICIA MEDINA: Because we had originally
14 billed him to manual estimate reading.

15 JUDGE RILEY: Okay. Okay. Had originally
16 billed estimates. And was this to more accurately
17 reflect actual readings?

18 MS. PATRICIA MEDINA: Correct.

19 JUDGE RILEY: And when you say it was going
20 back through December 11th, 2001, what was magic
21 about December 11th, 2001? Was that the date he had
22 requested the service -- that your records show he

1 requested service be terminated?

2 MS. PATRICIA MEDINA: That was the date that we
3 determined that he was -- because he was actually
4 there until December 13th, 2001. December 11th was
5 the date that we had an actual reading taken.

6 JUDGE RILEY: Okay. So this reflects credits
7 up to a December 11th, 2001?

8 MS. PATRICIA MEDINA: Correct.

9 JUDGE RILEY: And then we get into that era
10 after that. I guess there's another question that I
11 have. Okay. To your knowledge, he continued to live
12 there after December 11th, 2001; is that correct? He
13 continued to receive service there?

14 MS. PATRICIA MEDINA: The service continued to
15 be on, yes.

16 JUDGE RILEY: Okay. Through that
17 February 27th, '01 date; is that correct?

18 MS. PATRICIA MEDINA: I'm sorry?

19 JUDGE RILEY: I said -- this is the
20 chronological order that I'm trying to determine.
21 You gave him -- granted him credits up through
22 December 11th, 2001 to reflect actual readings, not

1 estimates?

2 MS. PATRICIA MEDINA: Correct.

3 JUDGE RILEY: And then we have the notation
4 that on February 27th the account was finalized per
5 customer request. So is it correct to say that
6 Peoples records show that Mr. Sanders continued to
7 live in the residence from December 11th through
8 February 27th, 2001 or am I -- oh, no, okay. I see
9 what -- I see what you mean, then. Mr. Sanders had
10 long since departed?

11 MR. GOLDSTEIN: We have never asserted, Judge,
12 that Mr. Sanders continued to live there.

13 JUDGE RILEY: Okay. No, I understand that.

14 MR. GOLDSTEIN: What we have asserted is that
15 Mr. Sanders' wife and family continued to reside in
16 the apartment.

17 JUDGE RILEY: Okay. This is after
18 February 27th, 2001?

19 MR. GOLDSTEIN: Between February 27th and
20 December 11th.

21 JUDGE RILEY: Okay. Going back to the credits
22 that were issued, they were issued going back to

1 December -- up to December 11th?

2 MR. GOLDSTEIN: Yes. And as Miss Medina has
3 testified, the credits were issued because they were
4 originally based upon estimated readings and when the
5 Company received an actual read on December 11th, the
6 appropriate credits were issued. And as a matter of
7 fact, as you've already noted, the credits were
8 greater than what should have been given to
9 Mr. Sanders.

10 JUDGE RILEY: But that's the -- those credits
11 were the ones that reduced the amount to \$2,778.26
12 and then there were subsequent additional late
13 charges bringing the balance back up to \$2,868.68?

14 MS. PATRICIA MEDINA: Correct.

15 JUDGE RILEY: Okay. Okay. All right. When
16 the -- let me go back.

17 When Peoples had gone out -- I'm
18 trying to get the date of that actual shut off the
19 first time. That was April 26th, 2001?

20 MS. PATRICIA MEDINA: Correct.

21 JUDGE RILEY: When Peoples shut the meter off,
22 what procedure do they use? I should ask you, do you

1 know what procedure they used in this case? Do the
2 records show?

3 MS. PATRICIA MEDINA: When we make an attempt
4 to shut the meter off, we just go out there, if we're
5 given access, then we put a lock on the meter.

6 JUDGE RILEY: On the meter itself --

7 MS. PATRICIA MEDINA: Correct.

8 JUDGE RILEY: -- if it's down in the basement
9 or wherever?

10 MS. PATRICIA MEDINA: Correct.

11 JUDGE RILEY: If you're not given access, what
12 happens?

13 MS. PATRICIA MEDINA: We're not able to shut
14 the service off.

15 JUDGE RILEY: Okay. In this case the service
16 was shut off, so you were able to get in; is that
17 correct?

18 MS. PATRICIA MEDINA: We weren't able to shut
19 it off on that date. We'd shut it off after
20 February.

21 JUDGE RILEY: No, no, I understand that. I'm
22 all the way at April 26th, 2001. I know you were

1 denied access in April and March -- in February and
2 March.

3 MS. PATRICIA MEDINA: Correct.

4 JUDGE RILEY: And then you went out in -- made
5 another attempt to shut it off in April -- on
6 April 26th, 2001?

7 MS. PATRICIA MEDINA: Correct.

8 JUDGE RILEY: And you were successful at that
9 time?

10 MS. PATRICIA MEDINA: Yes.

11 JUDGE RILEY: And that was the lock that was
12 put on the meter?

13 MS. PATRICIA MEDINA: Yes.

14 JUDGE RILEY: Did -- do Peoples Gas' records
15 determine that the -- when the service was somehow
16 restored, does it show that the lock was broken or
17 does it -- do you have any notes as to how the
18 service might have been restored?

19 MS. PATRICIA MEDINA: We did find that the gas
20 was on and there was no lock on the meter.

21 JUDGE RILEY: So we can just assume that the
22 lock had been broken off?

1 MS. PATRICIA MEDINA: Correct.

2 JUDGE RILEY: Okay. In Respondent's Exhibit 2,
3 that's actually titled an account history; isn't it?

4 MS. PATRICIA MEDINA: Correct.

5 JUDGE RILEY: Okay. Did Mrs. Sanders identify
6 herself as Mrs. Sanders? Do we know?

7 MS. PATRICIA MEDINA: We don't know.

8 JUDGE RILEY: But you determined it was
9 Mrs. Sanders from ComEd records?

10 MS. PATRICIA MEDINA: Correct.

11 JUDGE RILEY: ComEd billing records.

12 Counsel, I think that is all the
13 questions that I have. One of the deficiencies I was
14 concerned about in this record was that there was
15 virtually no testimony with regard to Respondent's
16 Exhibit 1 and I've got a pretty good -- I hope I've
17 got a pretty good idea of just exactly what happened
18 here now.

19 I will turn it over to you now if you
20 have any follow-up or redirect questions for your
21 witness.

22 MR. GOLDSTEIN: Let me ask you just a few

1 questions, Miss Medina.

2 Going back through the transcript, I
3 noted that Mr. Sanders applied for a CEDA Grant for
4 the property in question in 2002; is that correct?

5 MS. PATRICIA MEDINA: Correct.

6 MR. GOLDSTEIN: And that was after the time he
7 had moved out of the unit; is that right?

8 MS. PATRICIA MEDINA: Correct.

9 MR. GOLDSTEIN: Now, with respect to
10 information that you've obtained from Commonwealth
11 Edison Company, this is information that you,
12 yourself, obtained in order to determine that
13 Mrs. Sanders remained living in the apartment in
14 question after the end of February 2001?

15 MS. PATRICIA MEDINA: Correct.

16 MR. GOLDSTEIN: And at the time that the bill
17 was finalized in -- on February 27th, 2001, there was
18 a balance owing at that time; is that right?

19 MS. PATRICIA MEDINA: Correct.

20 MR. GOLDSTEIN: And what was that balance?

21 MS. PATRICIA MEDINA: The balance owing was
22 \$1,657.28.

1 MR. GOLDSTEIN: I don't have nothing else.

2 JUDGE RILEY: Okay. I'm glad you brought that
3 up, Counsel.

4 Miss Medina, you had testified earlier
5 that you were not sure when the name on the account
6 flipped from Edward Sanders to occupant, all we know
7 is that your records show that the account was
8 finalized, per the customer request, on
9 February 27th, 2001?

10 MS. PATRICIA MEDINA: Correct.

11 JUDGE RILEY: And was -- yet, when Peoples went
12 back out later that year in December and determined
13 that gas usage was still occurring, the lock had
14 disappeared from the meter and ComEd records show
15 that Mrs. Sanders was the one who was occupying the
16 premises, was the account ever put in her name do
17 your records show?

18 MS. PATRICIA MEDINA: No.

19 JUDGE RILEY: Okay. Would it just be
20 considered occupant? Or would -- I mean any -- any
21 subsequent amounts due would be attributed to whoever
22 would -- would still be attributed to Mr. Sanders or

1 the occupant? See, this is where I'm confused is
2 that the name Mr. Sanders was taken off the account
3 eventually and it was put in the name of occupant.

4 MS. PATRICIA MEDINA: Correct.

5 JUDGE RILEY: Why wouldn't the name be put in
6 Mrs. Sanders -- why wouldn't the name of the account
7 have been Mrs. Sanders after that if it had been
8 determined from ComEd records that she was residing
9 there, do you know?

10 MS. PATRICIA MEDINA: We couldn't determine who
11 actually was because her name was through ComEd, it
12 was --

13 JUDGE RILEY: Okay. So you did not make an
14 independent determination --

15 MS. PATRICIA MEDINA: Correct.

16 JUDGE RILEY: -- that it was her that was
17 living there?

18 Okay. And she never applied for
19 service that we know of?

20 MS. PATRICIA MEDINA: No, she never did.

21 JUDGE RILEY: Why would Mr. Sanders' name
22 eventually be taken off the account if no one else

1 had been determined to be living there and yet you
2 were able to determine that usage was occurring?

3 MS. PATRICIA MEDINA: I'm sorry?

4 JUDGE RILEY: In other words, you had testified
5 that eventually Mr. -- you don't know when, but
6 Mr. Sanders' name was eventually taken off the
7 account and occupant was replaced as the name?

8 MS. PATRICIA MEDINA: Correct.

9 JUDGE RILEY: Why would -- why wouldn't
10 Mr. Sanders' name remain on that account at all times
11 if there was no other individual that you had
12 determined was living there? Do you know what the
13 policy is on that?

14 MS. PATRICIA MEDINA: We turned it off
15 April 26th, 2001 because it was turned off. We know
16 that we put a lock on the meter --

17 JUDGE RILEY: Right.

18 MS. PATRICIA MEDINA: -- because of nonpayment,
19 that's when it was taken out of his name.

20 JUDGE RILEY: That's when it was taken out of
21 his name when it was locked off?

22 MS. PATRICIA MEDINA: Correct.

1 JUDGE RILEY: Oh, okay. And that's when it
2 went into the name of occupant?
3 MS. PATRICIA MEDINA: Correct.
4 JUDGE RILEY: Okay.
5 MS. PATRICIA MEDINA: At which point we did
6 note that we shut the gas off.
7 JUDGE RILEY: Okay. And what -- do we have
8 what the exact amount that was due? Oh, yes we do.
9 The amount due is corrected on Respondent's Exhibit 1
10 it says 4/26/01, \$2,724.33?
11 MS. PATRICIA MEDINA: Correct.
12 JUDGE RILEY: Now the increases that appear on
13 Respondent's Exhibit 1, are those due to additional
14 usage and late fees?
15 MS. PATRICIA MEDINA: Correct.
16 JUDGE RILEY: Okay. And this additional usage
17 was applied after it was determined that the lock had
18 been broken off the meter and that additional usage
19 had been occurring? In other words --
20 MS. PATRICIA MEDINA: No.
21 JUDGE RILEY: See, this is where I'm confused.
22 If you had locked off the meter and said, Okay.

1 Mr. Sanders' account is closed and that's the amount
2 that he owes and then six months or seven months
3 later you determined that additional usage had been
4 occurring because the lock had been taken off the
5 meter, was there additional usage calculated and
6 applied to Mr. Sanders' bill?

7 MS. PATRICIA MEDINA: Up to April 26th, 2001,
8 that's when we actually shut the gas off --

9 JUDGE RILEY: Right.

10 MS. PATRICIA MEDINA: -- the additional usage
11 is on the bottom, which is from 3/8 -- I'm sorry --

12 JUDGE RILEY: This is going to be easier if I
13 show you exactly what my confusion is.

14 Mr. Goldstein, let me sit next to you
15 and I'll show her.

16 All right. We have determined from
17 Peoples Gas records that here -- on April 26th, 2001,
18 that was the date that the lock was put on the meter
19 and the service was shut off for Mr. Sanders --

20 MS. PATRICIA MEDINA: Correct.

21 JUDGE RILEY: -- and the name was put into
22 occupant. And there's the sum due that's right there

1 (indicating)?

2 MS. PATRICIA MEDINA: Correct.

3 JUDGE RILEY: And then I'm looking at the

4 subsequent dates now, June, July, August and you see

5 the amount increasing.

6 MS. PATRICIA MEDINA: Those are late charges

7 assessed.

8 JUDGE RILEY: Oh, okay. Late charges were

9 applied?

10 MS. PATRICIA MEDINA: Correct.

11 JUDGE RILEY: But this was with -- okay. So

12 they would have been applied under any

13 circumstances --

14 MS. PATRICIA MEDINA: Correct.

15 JUDGE RILEY: -- because he hadn't paid the

16 amount that was due on April 26th?

17 MS. PATRICIA MEDINA: Correct.

18 JUDGE RILEY: Okay. Then we see the amount --

19 MS. PATRICIA MEDINA: Those are more late

20 charges.

21 JUDGE RILEY: More late charges, but then

22 there's one here \$3,065.70, there's no explanation.

1 Is that a late charge there?

2 MS. PATRICIA MEDINA: Yes, correct.

3 JUDGE RILEY: Okay. These are all late charges

4 that just continue (indicating)?

5 MS. PATRICIA MEDINA: These are two payments

6 (indicating). The payment and then payment reversed.

7 This is (indicating) --

8 JUDGE RILEY: Now, when you say "payment

9 reversed," the check bounced?

10 MS. PATRICIA MEDINA: Correct.

11 JUDGE RILEY: Okay. That's a fee for the

12 bounced check?

13 MS. PATRICIA MEDINA: Correct.

14 JUDGE RILEY: And then the sum goes down to

15 \$2- --

16 MS. PATRICIA MEDINA: 2,800 --

17 JUDGE RILEY: -- 617.08 and we have another

18 April 26th, 2001 date. See, we're back to

19 April 26th, 2001 and there's a \$458.69 --

20 MS. PATRICIA MEDINA: That was an adjustment,

21 okay, the account was adjusted at that point.

22 JUDGE RILEY: Okay. What -- does it say why it

1 was adjusted? Why would it have been adjusted?

2 MS. PATRICIA MEDINA: I'm sorry, those two

3 amounts were subtracted off (indicating).

4 JUDGE RILEY: What two amounts?

5 MS. PATRICIA MEDINA: The 3/8/01 through 4/26.

6 JUDGE RILEY: Okay. Okay. That's a 3/8/01, my

7 copy is cut off here, 3/8/01 through 4/26 that amount

8 was --

9 MS. PATRICIA MEDINA: Subtracted off.

10 JUDGE RILEY: That's a credit?

11 MS. PATRICIA MEDINA: Right. The 3/8/01

12 through 6/10/02, that amount was also subtracted off.

13 JUDGE RILEY: All right. Why?

14 MS. PATRICIA MEDINA: No, I'm sorry, that

15 amount was billed. Okay?

16 JUDGE RILEY: Okay. See -- my question is, why

17 the adjustment and why the additional amount billed?

18 MS. PATRICIA MEDINA: Because we found an

19 additional amount of usage. At that point, we

20 believed that he was still there.

21 JUDGE RILEY: Okay. That was that \$2,078.11

22 is --

1 MS. PATRICIA MEDINA: Correct.

2 JUDGE RILEY: -- it reflects additional
3 usage --

4 MS. PATRICIA MEDINA: Correct.

5 JUDGE RILEY: -- after you had gone back out
6 there on December 11th and found --

7 MS. PATRICIA MEDINA: Right.

8 JUDGE RILEY: -- the lock broken off the meter?

9 MS. PATRICIA MEDINA: Correct.

10 JUDGE RILEY: Okay. That's what I'm getting
11 at.

12 MS. PATRICIA MEDINA: Yes. That's correct.

13 JUDGE RILEY: Do you know why that adjustment
14 of \$458.69 was granted? It's a credit of some kind.

15 MS. PATRICIA MEDINA: Because what we did was
16 we billed him from 3/8 through 6/10/02. We took out
17 the bill and rebilled him the total amount up to June
18 10th, 2002.

19 JUDGE RILEY: Okay. I've lost you there.

20 MS. PATRICIA MEDINA: We had to adjust that
21 final bill --

22 JUDGE RILEY: Okay.

1 MS. PATRICIA MEDINA: -- which was up to
2 4/26/01.

3 JUDGE RILEY: Okay. Now, the final bill of
4 4/26/01, we're talking about \$2,724.33?

5 MS. PATRICIA MEDINA: Correct.

6 JUDGE RILEY: And this was based on the
7 additional usage?

8 MS. PATRICIA MEDINA: Correct. We were billing
9 him for the additional usage. In order to bill him
10 for the additional usage, we cancelled the final bill
11 and we rebilled him to June 10th, 2002.

12 JUDGE RILEY: I see. And what's magic about
13 June 10, 2002?

14 MS. PATRICIA MEDINA: We had found that there
15 was additional usage at which point we found -- we
16 thought he was still living there.

17 JUDGE RILEY: And what -- why was it cut off on
18 June 10, 2002? That's what I'm --

19 MS. PATRICIA MEDINA: Unauthorized usage.

20 JUDGE RILEY: But I'm saying why? I mean, in
21 other words, there was no unauthorized usage after
22 June 10th, 2002?

1 MS. PATRICIA MEDINA: No.

2 JUDGE RILEY: Was it locked off again?

3 MS. PATRICIA MEDINA: Yes.

4 JUDGE RILEY: Okay. And the bill at that time,
5 the final amount --

6 MS. PATRICIA MEDINA: Was \$4,695.19.

7 JUDGE RILEY: Right. And it continues with
8 additional late charges after that?

9 MS. PATRICIA MEDINA: Correct.

10 JUDGE RILEY: And then there's another
11 \$2,000.78 --

12 MS. PATRICIA MEDINA: Which is a reversal. We
13 took that amount off.

14 JUDGE RILEY: Okay. And that was the March 8,
15 '01 to June 10, 2002?

16 MS. PATRICIA MEDINA: Correct.

17 JUDGE RILEY: Why was that taken off, because
18 if it's -- do we have any explanation on that?

19 MS. PATRICIA MEDINA: Because we found that he
20 was not there.

21 JUDGE RILEY: Okay. Because you had determined
22 that he was not there for --

1 MS. PATRICIA MEDINA: Correct.

2 JUDGE RILEY: -- that period of time?

3 MS. PATRICIA MEDINA: And then from March 8th

4 through December 13th, 2001 we billed him to a manual

5 estimate.

6 JUDGE RILEY: Okay.

7 MS. PATRICIA MEDINA: We billed him an

8 additional \$1,056.47, that brought his bill to

9 \$4,066.95.

10 JUDGE RILEY: Okay. So what you had done is

11 gone back and said, Okay, we're only going to bill

12 him through December 13th, 2001 because we determined

13 that he wasn't there through June 10, 2002?

14 MS. PATRICIA MEDINA: Correct.

15 JUDGE RILEY: All right. And that brought the

16 charges up to \$4,066.95?

17 MS. PATRICIA MEDINA: Correct.

18 JUDGE RILEY: Then you reversed some late

19 charges?

20 MS. PATRICIA MEDINA: Correct.

21 JUDGE RILEY: And these are the rest of the

22 credits that we already talked before?

1 MS. PATRICIA MEDINA: This amount totals the
2 late charges above (indicating), the 393.40.

3 JUDGE RILEY: Okay. So that reverses all those
4 late charges there?

5 MS. PATRICIA MEDINA: Correct.

6 JUDGE RILEY: And then you've got additional
7 late charges taken out of 59.41, 58.97.

8 MS. PATRICIA MEDINA: Those were additional
9 late charges added --

10 JUDGE RILEY: Oh, they were added.

11 MS. PATRICIA MEDINA: -- on the final bill the
12 manual estimated bill.

13 JUDGE RILEY: And then that 511.78 is a --

14 MS. PATRICIA MEDINA: Right.

15 JUDGE RILEY: -- is a reversal -- is a credit?

16 MS. PATRICIA MEDINA: Because at which point we
17 found there was an actual reading taken on December
18 11th --

19 JUDGE RILEY: Okay.

20 MS. PATRICIA MEDINA: -- and that's where we
21 adjusted it, to that actual reading --

22 JUDGE RILEY: All right.

1 MS. PATRICIA MEDINA: -- but we waived the late
2 charges but we had -- at that point, we waived too
3 much on late charges --

4 JUDGE RILEY: All right.

5 MS. PATRICIA MEDINA: -- and then it brought
6 the balance to \$2,778.26 --

7 JUDGE RILEY: All right.

8 MS. PATRICIA MEDINA: -- we sent him an
9 adjusted bill and that's when we -- at this point, we
10 sent him the adjusted bill --

11 JUDGE RILEY: Now you're referring to
12 Respondent's Exhibit 2 again; right?

13 MS. PATRICIA MEDINA: Yes.

14 JUDGE RILEY: And you sent him the adjusted
15 bill of \$2,778.26?

16 MS. PATRICIA MEDINA: Correct.

17 JUDGE RILEY: Right. That agrees with
18 Respondent's Exhibit 1 here.

19 MS. PATRICIA MEDINA: Right.

20 JUDGE RILEY: Okay. And that was the amount
21 that remained, except for some additional late
22 charges that were assessed?

1 MS. PATRICIA MEDINA: Correct.

2 JUDGE RILEY: So was it -- he was actually
3 determined to have been living there through
4 December 11th, 2001 or December 13, 2001?

5 MS. PATRICIA MEDINA: December 13th, but
6 December 11th we do have a reading.

7 JUDGE RILEY: Okay. That's the date of the
8 reading, in other words?

9 MS. PATRICIA MEDINA: Correct.

10 JUDGE RILEY: Okay. Okay. That is what I
11 needed and it's Peoples' attitude, then, that they're
12 not concerned with Mr. Sanders now after December 13,
13 2001 that's -- that is the period for which he is
14 being billed and being held accountable; is that
15 correct?

16 MS. PATRICIA MEDINA: Up to December 13th,
17 2001.

18 JUDGE RILEY: Right. Okay because they had
19 originally thought he was still living there through
20 June 10, determined he wasn't and took those charges
21 out?

22 MS. PATRICIA MEDINA: Correct.

1 JUDGE RILEY: Okay. All right. Counsel, do
2 you have anything further?

3 MR. GOLDSTEIN: I would just point out again,
4 which I guess I did not point out sufficiently in my
5 initial closing statement that in the matter of the
6 Peoples Gas Light and Coke Company versus Illinois
7 Commerce Commission, this is the First District case
8 found at 222 Ill. App. 3d 738 584 NE 2d 341, Peoples
9 Gas was allowed to look to the spouse of a customer
10 of record for payment of gas when it does benefit the
11 family. This is what we call family expense of
12 necessaries.

13 JUDGE RILEY: All right.

14 MR. GOLDSTEIN: I would also point out that as
15 you could review on Page 70 or so of the transcript
16 this -- Peoples Gas account was allegedly placed into
17 bankruptcy by Mr. Sanders and there's some question
18 afterwards as to whether the respondent was actually
19 listed as a creditor of Mr. Sanders in the
20 bankruptcy.

21 JUDGE RILEY: Okay. I don't have anything
22 further for Miss Medina.

1 If you don't have any further
2 questions --

3 MR. GOLDSTEIN: I have nothing else.

4 JUDGE RILEY: Did you have another witness to
5 present for clarification?

6 MR. GOLDSTEIN: I have nothing else.

7 JUDGE RILEY: All right. Then I will -- I do
8 believe I fervently hope I have the record that I
9 need now to write a comprehensive summary. This is
10 precisely what was missing from the original and it
11 appears to me to be a lot more substantive now.

12 Counsel, I do want to have on the
13 record that Mr. Sanders did not appear for this
14 session and, as we noted, he had been sent proper
15 notice that we were going to reconvene today. Did
16 you want to state that you have no objection to
17 proceeding in his absence?

18 MR. GOLDSTEIN: Obviously, I had no objection
19 proceeding in his absence. I think if you carefully
20 review the transcript of the last proceedings, either
21 implicitly or explicitly, you will see that
22 Mr. Sanders made some kind of statement that he was

1 not going to come back here.

2 JUDGE RILEY: Okay. I'll take a look at that.

3 Then I will direct the court reporter now to mark
4 this matter heard and taken. Thank you.

5 (Heard and taken.)

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